सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	:	IN-KA30448423146030U
Certificate Issued Date	:	14-Sep-2022 04:55 PM
Account Reference	:	NONACC (FI)/ kacrsfl08/ YELAHANKA5/ KA-GN
Unique Doc. Reference	:	SUBIN-KAKACRSFL08732843400039 90U
Purchased by	:	B B UMESHA SMLP ASPHALT
Description of Document	:	Article 12 Bond
Description	:	BANK GUARANTEE
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	B B UMESHA SMLP ASPHALT
Second Party	:	KARNATAKA BANK LTD YELAHANKA NEW TOWN
Stamp Duty Paid By	:	B B UMESHA SMLP ASPHALT
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

ANUVRUDDI CREDIT CO-OPER... Reg.No. AR-44-RGN169 4623/15-16 Yelahanka Bangalore - 64 Signature

Please write or type below this line

BANK GUARANTEE

To
EXECUTIVE ENGINEER
BYATARAYANAPURA DIVISION
BBMP, BENGALURU

BGNO:22909BG000041
Date: 14.09.2022
Amount: Rs.2,76,000/-
Valid up to : 13-09-2023

Cont in page no 2

For THE KARNATAKA BANK.LTD.,
Branch Manager
Yelahanka New Town
PRADEEP B. HARAPANAHALLI
PA · 2671

For THE KARNATAKA BANK LTD.
Officer / Manager
Yelahanka New Town, Bangalore

Soumya. M
St. No. 12817 PA No. 5548

Statutory Alert:
1. The authenticity of this Stamp Certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

1. In consideration of **EXECUTIVE ENGINEER, BYATARAYANAPURA DIVISION,BBMP BENGALURU, BENGALURU** (hereinafter called 'the beneficiary') having agreed to exempt **M/s SMLP ASPHALTS, PROP: B B UMESHA** [hereinafter called 'the said Applicant/s'] from the demand, under the terms and conditions of an Agreement dated **14-9-2022** made between **M/s SMLP ASPHALTS, PROP: B B UMESHA** and **EXECUTIVE ENGINEER ,BYATARAYANAPURA DIVISION,BBMP BENGALURU for Name of Work:- "Improvements to road from NH-7 to Sanjivini Nagara upto Hebbal Sarovara layout in ward no. 07 and ward no. 8 in Kodigenahalli Sub Division BBMP/2021-22/OW/WORK_INDENT49273** (hereinafter called 'the said Agreement'), of security deposit for the due fulfilment by the said Applicant/s of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for **Rs. 2,76,000/- (Two Lakhs Seventy-Six Thousand only)** we, **KARNATAKA BANK LTD**, (hereinafter referred to as 'the Bank') at the request of **M/s SMLP ASPHALTS, PROP: B B UMESHA** [applicant(s)] do hereby undertake to pay to the beneficiary an amount not for **Rs. 2,76,000/- (Two Lakhs Seventy-Six Thousand only), against** any loss or damage caused to or suffered or would be caused to or suffered by the beneficiary by reason of any breach by the said Applicant(s) of any of the terms or conditions contained in the said Agreement.

2. We **KARNATAKA BANK LTD** do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the beneficiary by reason of breach by the said applicant (s) of any of the terms or conditions contained in the said Agreement or by reason of the applicant(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **for Rs. 2,76,000/- (Two Lakhs Seventy-Six Thousand only)**

3. We undertake to pay to the beneficiary any money so demanded notwithstanding any dispute or disputes raised by the applicant (s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the applicant (s) shall have no claim against us for making such payment.

4. We, **KARNATAKA BANK LTD** further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till **13-09-2023** (date) beneficiary [Office/Department/Ministry of **EXECUTIVE ENGINEER , BYATARAYANAPURA DIVISION,BBMP**, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said applicant(s) and accordingly discharges this guarantee.

5. We, **KARNATAKA BANK LTD** further agree with the beneficiary that the beneficiary shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said applicant (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the beneficiary against the said Applicant(s) and to forbear or

For THE KARNATAKA BANK LTD.,

Branch Manager
Yelahanka New Town

PRADEEP B. HARAPANAHALLI
PA : 2671

For THE KARNATAKA BANK LTD.

Officer / Manager
Yelahanka New Town, Bangalore - 560064

Sowmya. M
St. No. 12817 PA No. 5548

enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said applicant(s) or for any forbearance, act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said Applicant(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Applicant(s).

7. We, **KARNATAKA BANK LTD** lastly undertake not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.

8.This Bank Guarantee shall be operative only on Karnataka Bank Ltd (issuing bank) sending a separate advice to **CANARA BANK, IFSC** Code: **CNRB0010482** through Structured Financial Messaging System (SFMS). The letter of advice of SFMS issued by the Advising bank shall form a part of this Guarantee.

9. NOT WITHSTANDING anything contained herein above: -

i. Our liability under this guarantee shall not exceed for **Rs. 2,76,000/- (Two Lakhs Seventy-Six Thousand only)**

ii. This Bank guarantee shall be valid up to **13-09-2023** (date). It shall be obligatory for the beneficiary to invoke this Bank Guarantee on or before the said date. Invocation or failure to invoke the guarantee on or before the said date shall be a 'specified event' for the purpose of Exception 3 to Section 28 of the Indian Contract Act, 1872. The obligation of the Bank under this guarantee shall stand extinguished and Bank shall stand discharged from liability under this guarantee on the expiry of one year from such 'specified event'. After extinguishment of Bank Guarantee, the original Bank Guarantee shall become void for all purposes.

10. This Bank Guarantee is issued on behalf of the applicant (s) M/s SMLP ASPHALTS, PROP: B B UMESHA,in your favour and signed by the authorized officials of the branch. Further confirmation of the Bank Guarantee may be obtained directly, if required, from the competent authority whose address is The DGM, RO, KH Road,Bangalore (full address along with Designation, RO / HO as the case may be).

Dated the 13th day of September 2022

FOR KARNATAKA BANK LTD

Asst. Branch Manager/Officer/Authorised Signatory
_____ Branch

For THE KARNATAKA BANK LTD.
Officer / Manager
Yelahanka New Town, Bangalore
Sowmya. M
Sl. No. 12817 PA No. 5548

FOR KARNATAKA BANK LTD

Branch Head
_____ Branch

For THE KARNATAKA BANK LTD.,
Branch Manager
Yelahanka New Town
PRADEEP B. HARAPANAHALLI
PA : 2671

Format of Cover page for Bank Guarantee (with claim period)

Karnataka Bank Ltd
Yelahanka New Town Branch

To,

Date:14.09.2022
Place:Bangalore

EXECUTIVE ENGINEER
BYATARAYANAPURA DIVISION
BBMP, Bengaluru

Guarantee No :**22909BG000041**
Amount of Guarantee **Rs. 2,76,000/-**
Guarantee cover from **14.09.2022**
Last date for lodgment of claim **13.09.2024**

This deed of guarantee executed by the Karnataka Bank Ltd, having its Registered & Head Office at Mahaveera Circle, Kankanady, Mangaluru – 575002, Dakshina Kannada District, Karnataka State and amongst other places, a Branch at **Yelahanka New Town Branch** (hereinafter referred to as "the Bank") at the request of **M/s SMLP ASPHALTS, PROP: B B UMESHA** .(hereinafter referred to as 'the applicant') in favour of THE **EXECUTIVE ENGINEER , BYATARANAPURA DIVSION, BBMP, Bengaluru** (hereinafter referred to as 'the Beneficiary'), of an amount not exceeding **Rs. 2,76,000/- (Two Lakhs Seventy six thousand Only)**

This guarantee is issued subject to the condition that,

- The liability of the Bank under this guarantee is limited to a maximum of **Rs. Rs. 2,76,000/- (Two Lakhs Seventy six thousand Only)**and the guarantee shall remain in full force up to **13-09-2023** (due date)
- Cannot be invoked otherwise than by a written demand/claim under this guarantee is served on the Bank, along with the original Bank Guarantee, on or before the **13-09-2024** (claim period*).
- We are liable to pay the guaranteed amount or any part thereof under this guarantee, only and only if, you serve upon us a written claim or demand on or before **13-09-2024** (claim period), otherwise, due date itself is the last date of claim.

Yours faithfully,
For THE KARNATAKA BANK.LTD.,

Branch Manager
Yelahanka New Town
BRANCH HEAD